

## Consumer Booking Conditions <https://www.campings.com/es/>

Updated [15th of June 2023]

### 1. Our details

Your contract will be with CAMPINGS.COM UNITED LTD, Company number 13478465 of Becket House, 1 Lambeth Palace Road, London, England, SE1 7EU (ABTA number Y6755) (“Campings.com”, “we”, “us“ or “ours”).

As part of your contract with CAMPINGS.COM UNITED LTD, all payments made to us and customer support services will be handled by our appointed agent, Campings.com SAS (located in France).

Contact details:

Tel: (+44) 020 3445 6022 (UK), Monday to Friday 9am - 4pm

E-mail: [atencionalcliente@campings.com](mailto:atencionalcliente@campings.com)

### Definitions:

“**Accommodation Partner**” refers to the supplier of the camping accommodation made available through the campings.com platform and website.

“**Travel Service**” refers to the accommodation made available to book by Campings.com on the platform and website and any other services made available to book by Campings.com from time to time.

“**Booking**” refers to the order, purchase and payment for a selected accommodation.

“**Booking Conditions**” refers to the terms and conditions of booking, as set out above and below.

### 2. Your Contract with us

2.1 The following Booking Conditions, together with our privacy policy <https://www.campings.com/en-gb/privacy-policy>, website terms of use and any and all information that we provide to you in regard to your Booking, form the basis of your contract with us (your “Contract”).

2.2 Your Contract with us will be for accommodation rental(s), as provided by one of our Accommodation Partners and as displayed on our website. Any accommodation or other travel service that is not booked through Campings.com shall not form part of your Contract with us and we shall not be liable in any event for any such bookings.

2.3 In making a Booking with us for accommodation rental, you are regarded as having read, understood and agreed to these Booking Conditions, our privacy policy and our website terms of use. The lead name must be of legal age at the time the Reservation is made.

2.4 In these Booking Conditions, “you” and “your” means the lead name (and authorised representative, where applicable) and all persons named on the Booking (including anyone who is added or substituted at a later date) and any one of them, as applicable.

The lead name shall be responsible for the administration and correspondence in regard to the Booking and warrants that they are the parent or legal guardian (where applicable) and/or otherwise have the authority to make the Booking (and any amendments and/or cancellations) on behalf of all the persons named on the Booking. The lead name shall be liable for:

- (i) the full payment of any deposits and balances;
- (ii) the payment of any amendment fees or cancellation charges;
- (iii) confirming all the details of the persons in the Booking to us;
- (iv) passing on to all persons in the Booking of any and all information issued by us including, without limitation, our booking confirmation invoices and these Booking Conditions; and
- (v) ensuring that we have, at all times, a valid email address and telephone number for the lead name in case we need to make contact.

2.5 Campings.com reserves the right to reject, cancel or terminate any Booking in the event of a breach of Contract by you, or where there is evidence of fraudulent activity and/or dealings.

### **3. Making a booking**

3.1 To make a Booking with us, you are required to select the accommodation and dates that you wish to book and submit a Booking request to us, together with your deposit (see article 4 (Payments) below), either through our website or by telephoning us on the numbers shown in article 1 above. We will then send you an email acknowledging receipt of your Booking request (please note that this email is **not yet** a confirmation of your Booking with us).

3.2 On receipt of your Booking enquiry, we will check availability and, if the accommodation is available, we will accept your Booking enquiry and send you a booking confirmation invoice by email - at which point a Contract will be formed between you and Campings.com. Please check your booking confirmation invoice carefully and advise us immediately of any incorrect or incomplete information. Subject to articles 7 and 8, you will be able to change or cancel your Booking within 48 hours of the Booking request free of charge.

3.3 In the event that your preferred accommodation is not available, we will try to offer you a suitable alternative, where we are able to do so, within 72 working hours of receipt of your Booking request. In the event that we are unable to provide a suitable alternative, we will refund the sums that you have paid to us, including any insurance premiums and we shall also cancel the insurance policy.

3.4 After the remaining balance on your Booking has been paid, we will send you an accommodation voucher by email, which you will need to print off (copies can also be downloaded from your customer account page on our website) and pass to the accommodation owner on the first day of your rental. The voucher will also include the accommodation owner's contact details. In the event that you do not receive your accommodation voucher then please contact us (contact details are provided in article 1 above), quoting your Booking reference number. It is your responsibility to take the accommodation voucher with you to give to the accommodation owner and we will not be liable in any event for your failure to do this.

### **4. Payment**

4.1 At the time of submitting a Booking request you will be required to:

- (i) pay in full; or
- (ii) pay a deposit by credit/debit card, equivalent to 30% of the cost of your accommodation, to which will be added any fees payable (booking fees, processing fees, insurance and options ordered) - which shall be refundable in accordance with article 3.3, above.

4.2 If you make a Booking with us within 30 days of the start of your accommodation rental, the full cost of your Booking will be payable at the time that you send your Booking request to us.

4.3 If you make a Booking more than 30 days before the start of your accommodation rental and, if you select to pay the deposit by credit card in accordance with article 4.1(ii) above, the remaining balance will be payable no later than 30 days before the start of your accommodation rental, as detailed in your booking confirmation invoice. The remaining balance will be paid by credit card.

4.4 If your balance payment is not paid on time (you will receive a reminder by email 4 days before the payment due date), we reserve the right to cancel your Booking with effect from 20 days before the first day of rental at the latest for all types of payment) and charge the cancellation fees as set out in article 7 below.

4.5 Our partner Pledg offers you financing solutions called:

- Payment in 4 installments
- Payment in 10 installments
- Deferred payment.
- Payment on D + 5 the following month Terms of subscription: When confirming your order, our partner Pledg will offer you to choose the Payment service in 4 times, 10 times, Deferred payment, or Payment on D + 5 per month next to pay for your order. If you wish to subscribe to this service, your details will then be sent to Pledg which, subject to acceptance of your file, will offer you to pay

in 4 installments, 10 installments, in deferred payment or in payment on D + 5 the following month. and will show you a payment schedule summarizing the amount of the various monthly payments. Depending on your file, supporting documents may be required to validate your funding request. For payment in installments: as soon as Pledg accepts your file, you will have to pay the amount of the 1st monthly payment including Pledg's fees.

You will be debited for the other monthly payments according to the payment schedule communicated to you. For deferred payment: as soon as Pledg accepts your file, your order will be validated and the costs will be deducted, if the costs are not offered.

You will then be charged the full amount on the first day of your stay. If you request to benefit from a financing solution offered by Pledg, the information relating to your order will be transmitted to Pledg, which will use it for the purpose of studying your request for the granting, management and collection of the funding. Pledg reserves the right to accept or refuse your request for funding. You have a 14-day withdrawal period to waive this funding.

More details here: <https://pledg.co/faq/>

Operation Payment in 4 installments:

Payment in 4 installments allows you to pay for the order made as follows:

- A compulsory contribution, debited on the day of confirmation of the order, corresponding to a part of the order and the costs of Pledg, if the costs are not offered.
- A distribution of the rest of the amount of the order over the number of remaining monthly payments according to the payment schedule that will have been communicated

Operation Payment in 10 installments: Payment in 10 installments allows you to pay for the order made as follows:

- A contribution mandatory, debited on the day of the order confirmation, corresponding to part of the order and at Pledg's costs if the costs are not offered.
  - A distribution of the rest of the amount of the order over the number of remaining monthly payments according to the payment schedule that will have been communicated
- Operation Deferred payment on the first day of the Stay: The deferred payment on the first day of the Stay allows you to pay for the order made on as follows:
- Pledg charges are levied upon ordering, if charges are not offered.
  - The amount due is withdrawn on the first day of the stay

Operation Payment on D + 5 the following month: Payment on D + 5 the following month allows you to pay for the order made as follows:

- Pledg fees are deducted at the order, if charges are not offered.
- The amount due is debited on the 5th of the month following the month of the order. For deferred payments, Pledg can perform a bank pre-authorization on the customer's account, which will then allow the purchase amount to be captured on the payment due date.

This pre-authorization is only captured 1 hour. However, some banks (customers) can leave an imprint on the customer account for a longer or shorter time (no imprint at all for some banks, an imprint that can remain up to 1 week maximum for others, it depends on the customer's bank policy). In any case, this money is not debited during the purchase.

If you have questions about the legal notices: [contact@pledg.co](mailto:contact@pledg.co)

It is recalled that in the context of a deferred or split payment made with Pledg that the General Conditions of Sale of this partner will apply: <https://pledg.co/general-conditions-of-payment-in-several-times/>

## 5. Insurance

5.1 We advise you to have adequate travel insurance, effective from the date of Booking. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, full Covid-19 cover, personal belongings, any pre-existing medical conditions, cancellation charges, medical expenses and repatriation costs in the event of accident or illness.

5.2 When you make a Booking with us, you will have the option to take out cancellation insurance as well as weather insurance. Further details and costs will be provided to you at the time of Booking.

5.3 In the event that you take an insurance contract out in accordance with article 5.1 above, the insurance policy will be sent directly to you by the insurance company. You must ensure that you are fully aware of the terms of the insurance contract and, in particular, the exclusion clauses and limitations before purchasing it. Any claim made under the insurance policy must be made directly to the insurance company and not Campings.com and must comply with the terms and deadlines of the insurance contract taken out.

The insurance contract allows you to cancel the contract for insurance free of charge within fourteen (14) days, provided that no claim has been made under the policy.

## **6. Prices**

6.1 We endeavour to ensure that all the information and prices both on our website and in other promotional materials are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the accommodation that you wish to book before you make your Booking. If a price on our booking confirmation, website or promotional material is obviously incorrect, a Booking made on that price will not be valid and we reserve the right to cancel the Booking, unless you wish to pay the correct price.

6.2 Prices (including the Booking fee) will be shown as a 'per accommodation' charge (unless otherwise stated as being an amount due 'per person') and will depend upon your dates of travel, the planned duration of your stay and the type of accommodation you wish to book. We reserve the right to amend the prices on our website at any time, prior to you making a Booking with us.

6.3 In the event that the number of people in your Booking exceeds the maximum occupancy of the accommodation, as stated on our website The accommodation owner may refuse the access.

6.4 Prices are shown - and will be payable - in euros or in GBP depending on the country you are making the booking from and the price will be inclusive of all taxes, except for any applicable tourist taxes which will be payable on a per person, per night basis, on arrival at your accommodation.

6.5 We will not be liable for Booking errors which are attributable to you and, should you subsequently need to amend a Booking that we have confirmed, amendment charges shall apply in accordance with article 8 below, unless articles 3.2 or 3.3 above apply (in which case there will be no charge).

6.6 Any special offers and/or discounts that may become available after you have made a Booking with us, cannot be applied retrospectively to you existing Booking(s).

6.7 Some accommodation owners may require a security deposit to be paid on arrival at your accommodation, in which case you will be advised of such at the time of booking or shortly after. Local taxes may also be payable on arrival at, or on departure from, your accommodation.

6.8. Depending on the type of booking, additional charges may apply:

booking fees (non-refundable in the event of cancellation)

processing fees (particularly in the case of payment by cheque or vacation voucher) (non-refundable in the event of cancellation)

options (refundable in the event of cancellation)

## **7. Cancelling a booking**

7.1 You may cancel your Booking at any time on your customer zone of the website, or by the lead name advising us in writing to [atencionalcliente@campings.com](mailto:atencionalcliente@campings.com) and the effective date of any cancellation shall be the date that written notification is received by us. In the event that you cancel your Booking, the following cancellation charges will apply:

More than ninety (90) days before the first day of your accommodation rental	Thirty (30)% of the total cost of your accommodation rental and all Booking fees
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Between ninety (90) and thirty (30) days before the first day of your accommodation rental	Fifty (50)% of the total cost of your Booking and all Booking fees
Between twenty-nine (29) and seven (7) days before the first day of your accommodation rental	Eighty (80)% of the total cost of your accommodation rental and all Booking fees
Less than seven (7) days before the first day of your accommodation rental	One hundred (100)% of the total cost of your accommodation rental and all Booking fees

7.2 If the price of your Booking was shown as a 'price per person' and a person(s) subsequently cancels after the Booking has been confirmed by us, the person(s) who has cancelled will be liable for the cancellation charges set out above. If the price of your Booking was shown as a 'price per accommodation' and a person(s) subsequently cancels, after the Booking has been confirmed by us, then the remaining person(s) in the Booking will be liable for the full cost of the accommodation Booking (which may result in the remaining person(s) paying more, to cover the amount that the cancelled person(s) would have paid). Please note that cancellation charges may be reclaimed, via insurance, provided that the cancellation occurs within the terms of the applicable policy.

7.3 If you have purchased insurance through us, your insurance premiums will not be refundable in the event that you cancel your Booking.

7.4 In the event that you have booked more than one accommodation with us, cancellation charges will only apply in regard to the accommodation that is being cancelled.

## 8. Changing your booking

8.1 If you wish to change your Booking in any way, for example your arrival date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to your Booking must be made in writing to [atencionalcliente@campings.com](mailto:atencionalcliente@campings.com) by the lead name and the effective date of any change shall be the date that written notification is received by us.

In the event that you change your Booking, the following charges will apply:

Within twenty-four (24) hours of your Booking request being sent to us	No charge
More than sixty (60) days before the first day of your accommodation rental	No charge
Between fifty-nine (59) and thirty (30) days before the first day of your accommodation rental	Fifteen (15)% of the total cost of your accommodation rental
Between twenty-nine (29) and seven (7) days before the first day of your accommodation rental	Eighty (80)% of the total cost of your accommodation rental
Less than seven (7) days before the first day of your accommodation rental	One hundred (100)% of the total cost of your accommodation rental

8.2 No charge will be made in the event of a change to: (i) a person's name; or (ii) the number of people in a Booking, provided that the total number of people in the Booking does not exceed the maximum occupancy of the accommodation booked.

8.3 If you have purchased insurance through us, this will not be refundable in the event of any amendments or changes to your Booking.

8.4 In the event that you have booked more than one accommodation with us, amendment charges will only apply in regard to the accommodation that is being amended.

**9. Changes or cancellations made by us**

9.1 Occasionally we may have to make changes or cancel your Booking. Most changes will be minor and will be advised at the earliest possible date. If we make a major change to your Booking (such as

a change to the country, resort or accommodation, rental dates, etc.), we will inform you as soon as reasonably possible, if there is time before your arrival, and we will:

(i) offer you a suitable alternative accommodation, where we are able to offer you one (you will pay the increase in cost if the replacement is advertised at a higher price than your original Booking, or receive a refund of the difference if it is less expensive);

(ii) If we are not able to offer you a suitable alternative we will use best endeavours to offer you a 'credit note' as per article 20 below; or

(iii) refund the money you have paid to us, where you do not wish to accept the alternatives as set out in articles 9.1(i) and 9.1(ii), above.

9.2 We will not be liable for any loss, damage, costs or other expense you may incur as a result of your Booking being changed or cancelled (unless such change or cancellation is the result of a breach of Contract on our part), or in regard to any other arrangements you have made with other providers under separate contracts.

#### **10. Unavoidable and extraordinary events:**

Except where otherwise expressly stated in these Booking Conditions we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual obligations to you are prevented, or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of unavoidable and extraordinary events.

Unavoidable and extraordinary events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid and include, without limitation; war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster and all similar events outside our or the concerned supplier's control.

#### **11. Our liability**

11.1 We will not be liable for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from: (i) the act(s) and/or omission(s) of the person(s) affected or another/any member of your group; (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the Travel Services in the Booking; (iii) the accommodation not being provided as booked due to unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity; (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings); (v) any loss or damage that relates to any services which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked

and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party); (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your Booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you; (vii) any no-show of any persons in your Booking or late arrivals; (viii) any curtailment of your Booking by any of the persons in your Booking; (ix) the over occupancy of any accommodation that you have booked; and (x) any damage, loss or expense or other sum(s) of any description pursuant to article 12 (Covid-19).

11.2 Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the accommodation which gave rise to the claim or complaint was provided in compliance with the applicable local laws and standards, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

11.3 Unless provided otherwise by the applicable domestic public policy rules, our liability to you shall be limited to the total cost paid by you, in regard to your Booking with us, unless a lower limitation applies to your claim under any International Conventions.

11.4 We cannot accept any liability for any damage, loss, cost, expense or other sum(s) of any description which did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. This includes, without limitation, (i) any separate contracts that you may enter into with other providers or suppliers for any excursions, activities or other services; and (ii) any services that are not provided by us or our Accommodation Partners as part of your Contract that may include services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies and sporting facilities.

11.5 We cannot accept any liability for any damage, loss, cost, expense or other sum(s) of any description arising out of or in connection with any loss and/or damage to any personal belongings or effects, at any time. The persons in your Booking shall be responsible for the security of the accommodation during your stay at the accommodation and to ensure that the accommodation is secured before leaving.

## **12. Covid-19:**

12.1 Both parties acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst in destination. We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(i) If you, or anyone in your Booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time. If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

- (a) Postponing your Booking to a later date. We will notify you of any impact to the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your Booking, as well as any increase in cost imposed by other suppliers);
- (b) Cancelling your Booking, in which case our standard cancellation charges shall apply as of the date we receive notice of cancellation from the lead name. You may be able to claim these charges back from your travel insurance.

If this happens whilst you are in destination, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your Booking, missed transport arrangements, additional



accommodation required (either in the UK or in any other destination, prior to your departure), or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs.

(ii) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so and, as such, you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with your Booking, or that portion of your Booking.

12.2 You also acknowledge that the accommodation owner and other associated travel service providers will need to comply with national and/or local guidance and requirements relating to Covid-19 and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation and amendments to the usual or normally expected safety standards and procedures. We do not expect these measures to have a significant impact on your enjoyment of your Booking and all measures will be taken with the purpose of securing your safety and those around you.

### **13. Your accommodation booking**

13.1 As your Booking is for accommodation only (and not for any other travel services) you will **NOT** benefit from the rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018 or under the applicable domestic rules. Therefore, we will not be responsible for the proper performance of any additional travel services that you may book and, in case of any issues with such travel services, please contact the relevant service provider.

13.2 The classification of the accommodation is in accordance with the local standards of the country where the accommodation is located. The Accommodation owners provide photographs and/or illustrations for our website that provide an overview of the accommodation and services offered. These photographs and/or illustrations are provided for information only and may be subject to change as/when facilities become unavailable/available. Any such changes shall be considered to be insignificant changes and we will not be liable for any compensation or for any loss, damage, cost or other expense incurred by you as a result.

13.3 Pets are not permitted in the accommodations unless expressly stated otherwise. Please contact us should you wish to check whether an accommodation accepts pets.

13.4 The accommodation owner may specify additional rules and conditions that shall apply during your rental, copies of which will be available in the accommodation on your arrival.

13.5 The arrival/departure times and details of the location/return of the keys to your accommodation will be included in your accommodation voucher (see article 3.4). If this information is missing from your voucher, please contact us at [atencionalcliente@campings.com](mailto:atencionalcliente@campings.com) without delay.

13.6 In the event of a late arrival for any reason, you must inform the accommodation owner directly by telephone, so that the keys can be made available to you on your arrival.

### **14. Excursions and other arrangements**

Excursions or other arrangements that you may choose to book or pay for whilst you are in destination do not form part of your Contract with us. Your contract will be with the operator of the excursion or other arrangement and not with us and we shall not be responsible or liable for the provision of any such excursion, or other arrangement or for anything that happens during the course of its provision.

### **15. Travel advice**

15.1 Your Booking with us is for accommodation only. It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your Booking. Requirements change on a regular basis and you must therefore

continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK. In addition to the relevant embassies and/or consulates, travel and health information can also be found on the relevant pages of our website <https://www.campings.com/fr/content/travellers-information/> .

15.2 We do not accept any responsibility or liability in the event that any person in your Booking cannot travel because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation). Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the embassy of the country you are visiting.

## **16. Behaviour**

16.1 If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your Booking is causing or is likely to cause distress, danger or annoyance to any third party (including being threatening or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, we reserve the right to consider your Booking to have been cancelled by you with immediate effect. In this event our liability to you will cease and you and the people in your Booking will be required to leave your accommodation immediately. We will have no further obligations to you and/or the people in your Booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, or compensating any supplier or agent affected by your actions.

16.2 If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation owner concerned for the cost of the damage before the end of your stay (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your Booking or with us.

16.3 The lead name and any adults accompanying the group shall, at all times:

- (i) act 'in loco parentis' for their group and, in particular, in regard to any minors in the group;
- (ii) ensure that all people in the Booking comply with any and all Covid-19 requirements during the trip;
- (iii) ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members take care when out during the hours of darkness; do not go out alone; do not put themselves in risk situations; are not intoxicated or under the influence of any other illegal or dangerous substances and, in any event, shall not permit anyone under the age of 18 under the age of 18 to consume alcohol; and are aware of their behaviour and actions in the context of their surroundings.
- (iv) ensure that ensure that no members of the group smoke in any smoke-free places or behave in any other way which may cause a fire hazard;
- (v) ensure that the group or any members of the group comply with all relevant laws.

## **17. Special requests**

Any special requests must be advised to us at the time of Booking. Whilst every effort will be made to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. The fact that a special request has been noted on your Booking confirmation invoice or

any other documentation or that it has been passed on to the accommodation owner is not confirmation that the request will be met.

### **18. Disabilities and medical conditions**

If you or any member of your Booking has any specific medical condition, disability or reduced mobility which may affect your chosen accommodation then you should provide us with full details at the time of Booking and before we issue our Booking confirmation invoice to you, so that we can advise as to any suitability or otherwise of the chosen accommodation.

The lead name on the Booking must also promptly update us of any changes that may occur after Booking but prior to arrival at your accommodation. If we reasonably feel that an accommodation may not be suitable for the particular needs of the person concerned, we must reserve the right to inform you of this.

### **19. Complaints**

If you experience any issues with your accommodation whilst in destination, you must inform the accommodation owner immediately who will endeavour to put things right.

If your complaint is not resolved locally, you must send us formal written notice of your complaint **by email to: [atencionalcliente@campings.com](mailto:atencionalcliente@campings.com)**, giving your Booking reference and all other relevant information. Please keep your written communication concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow the requirement to report your complaint whilst in destination we will have been deprived of the opportunity to investigate and rectify your complaint, and this may affect your rights under this Contract.

We are a Member of ABTA, membership number Y6755. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

### **20. Credit Notes**

In the event you cancel your Booking, you can request a 'credit note' in place of a cash refund. Credit notes can be used in full or in part on our website, but they cannot be refunded for cash at a later date. Credit notes are valid for 12 months from the date of issue, but are not protected under our bond scheme, as defined at article 11.1. If you request a credit note rather than a cash refund, you will be able to take advantage. If you request a credit note rather than a cash refund and you make a Booking that you then wish to change at a later date, the charges set out in article 8 shall apply to any such amended/changed booking. In the event that a Booking that has been made using a credit note is later cancelled, any refund will be given in the form of a new credit note.

### **21. Data protection**

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the Data Protection Act 2018 (including the UKGDPR) and with EU GDPR.

### **22. Variation**

These Booking Conditions may be varied by us at any time and at our sole discretion. Any new Booking Conditions will be published on our website and will have immediate effect.

### **23. Law & Jurisdiction**

These Booking Conditions and any contract referred to in them are governed in all respects by English law. Without prejudice to the foregoing, any individual using our services for purposes other than business may nevertheless rely on the public policy provisions applicable in the country in which they are domiciled.

Any dispute, claim or other matter arising between us out of or in connection with your Contract or Booking shall be dealt with by the courts of England and Wales. Without prejudice to the foregoing, any individual using our services for purposes other than business may bring a claim in the courts of the country in which they are domiciled.